

**Amendment Three
to the
Amended & Restated Interlocal Cooperation Agreement
for Design, Implementation, Operation and Maintenance
of the Regional Fare Coordination System**

This Amendment Three (hereinafter "Amendment") to the Amended and Restated Interlocal Cooperation Agreement for Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System ("Interlocal Agreement") is entered into this 30TH day of APRIL, 2010, by the Snohomish County Public Transportation Benefit Area ("Community Transit"), the Kitsap County Public Transportation Benefit Area ("Kitsap Transit"), the Central Puget Sound Regional Transit Authority ("Sound Transit"), the State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("Washington State Ferries"), the Pierce County Public Transportation Benefit Area ("Pierce Transit"), the City of Everett ("Everett") and King County ("King County"), individually referred to as an "Agency" and collectively known as "the Agencies" in this Amendment.

WHEREAS, on April 14, 2009, the Agencies entered into the Interlocal Agreement to restate, amend and supplement the provisions of their initial 2003 agreement that established the respective roles and responsibilities of the Agencies in the design, implementation, operation and maintenance of the RFC System and in the administration of the RFC Contract with the Contractor and joint consultant contracts; and

WHEREAS, pursuant to their 2003 agreement and Section 5.0 of the Interlocal Agreement, the Agencies have established a Joint Board that, among other powers and duties, is authorized pursuant to Section 5.4.15, to amend the exhibits to the Interlocal Agreement; and

WHEREAS, Exhibit B -1 provides a Contract Administration Plan for the Development Phase that, among other things, authorizes the Contract Administrator to approve change orders and amendments to the RFCS Contract without Joint Board action, subject to certain limits and conditions; and

WHEREAS, on September 24, 2009, the Agencies executed Amendment One to the Interlocal Agreement to amend Exhibit B -1 Section D sub "c" to allow the Contract Administrator to continue approving RFCS Contract change orders and amendments with certain conditions and restrictions by increasing the cumulative cap from \$250,000 to \$450,000.

WHEREAS, the Agencies desire to further amend Exhibit B -1 Section D sub "c" to allow the Contract Administrator to continue approving RFCS Contract change orders and amendments with certain conditions and restrictions by increasing the cumulative cap by \$300,000 from \$450,000 to \$750,000.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Interlocal Agreement, the sufficiency of which is hereby acknowledged, each Agency hereby agrees to amend the Interlocal Agreement as follows:

Section One: Exhibit B -1 of the Interlocal Agreement, entitled "Contract Administration Plan - Development Phase," is hereby amended by revising Section D subsection "c" to read:

c. does not, when added to all Change Orders and Amendments approved through this delegated authority, exceed a total of \$750,000 in added contract costs

Section Two: All other provisions of the Interlocal Agreement not referenced in this Amendment shall remain in effect.

IN WITNESS WHEREOF, authorized representatives of the Agencies have signed their names in the spaces provided below.

Central Puget Sound Regional Transit Authority

By: John Earl
Its: CEO
Date: 4-29-10

City of Everett

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

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Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

King County

By: Mike Leonard
Its: SM
Date: 4/21/10

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

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Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

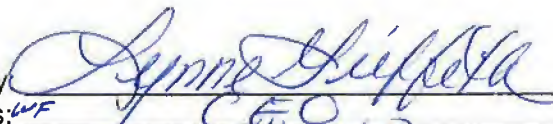
King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: 
Its: *WF* *CEO*
Date: *4/23/10*

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

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Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

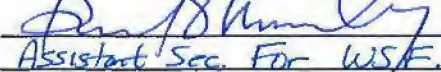
Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: 
Its: Assistant Sec. For W.S.F.
Date: 4-16-10

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Interlocal Agreement, the sufficiency of which is hereby acknowledged, each Agency hereby agrees to amend the Interlocal Agreement as follows:

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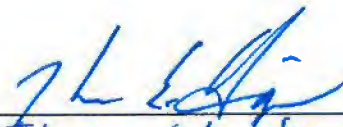
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IN WITNESS WHEREOF, authorized representatives of the Agencies have signed their names in the spaces provided below.

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: 
Its: Transportation Services Division
Date: 4-15-10

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

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Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

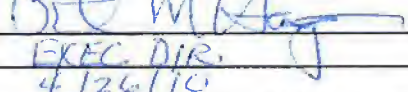
City of Everett

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: 
Its: EXEC. DIR.
Date: 4/26/10

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

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Central Puget Sound Regional Transit Authority

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Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

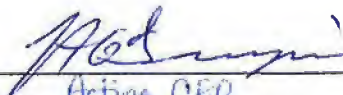
Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By:  _____
Its: Acting CEO
Date: 4/30/2010

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____